



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#33 APRIL 19, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

April 19, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO ACCEPT AND EXECUTE SUBAWARD 10-11-KN-C0035-LACDPH FROM THE CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE TO PARTICIPATE IN THE CALIFORNIA HIV/AIDS RESEARCH PROGRAM (All Districts) (3 VOTES)

SUBJECT

Approval to accept and execute a Subaward Agreement with the Charles R. Drew University of Medicine and Science to support the Department of Public Health's participation in the California Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome Research Program and delegate authority to accept additional funding as determined by the grantor.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept and execute Subaward Agreement Number 10-11-KN-C0035-LACDPH (Exhibit I) from the Charles R. Drew University of Medicine and Science (CDU) for the period of January 1, 2011 through June 30, 2011, to support the DPH Human Immunodeficiency Virus (HIV) Epidemiology Program's participation in the California Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome Research Program (CHRP), in the amount of \$24,172.
2. Delegate authority to the Director of DPH, or his designee, to accept future awards and/or amendments that are consistent with the requirements of Subaward Agreement Number 10-11-KN-C0035-LACDPH that allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the award through September 30, 2011; and/or provide an increase or decrease in funding up to 25 percent above or below each grant term's annual base amount, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the DPH HIV Epidemiology Program to accept funds from CDU, to be reimbursed for the services provided to assist CDU with conducting an analysis of the HIV and Men Who Have Sex with Men (MSM) Stigma in Latino MSM Project, effective January 1, 2011 through June 30, 2011. The overall goal of this project is to characterize the HIV and MSM stigma of HIV-positive Latino MSM who participated in a CHRP-funded social support study.

Latino MSM are disproportionately impacted by HIV and AIDS in Los Angeles County. Stigma towards HIV disease and MSM sexual orientation is widespread in the Latino community and has been shown to negatively impact HIV prevention and care-seeking behaviors. In an earlier analysis of the social support study data, stigmata related to MSM sexual orientation were associated with worse retention in HIV care among HIV-positive Latino MSM. These data suggest that HIV-positive Latino MSM are willing to forgo life-saving health care services because of the negative views towards MSM within their communities. It is important to gain a fuller understanding of the extent of stigma that Latino MSM experience regarding their HIV disease and MSM sexual orientation to develop effective HIV and MSM stigma reduction programs within the Latino community in Los Angeles County.

The specific aims of this project are: 1) describe HIV and MSM stigma for Latino MSM; 2) to compare HIV stigma for Latino MSM to HIV stigma for Latina women and; compare HIV stigma for African American MSM to African American women; 3) to compare the MSM stigma for Latino MSM to African American MSM; 4) to examine the moderating effect of HIV disclosure to social network members on HIV and MSM stigma for Latino MSM; and 5) to examine an association between HIV and MSM stigma and depression and chronic burden (combined measure of poverty, poor housing, unemployment) for Latino MSM.

This Subaward Agreement will enable the DPH HIV Epidemiology Program staff to assist CDU in analyzing and comparing data related to stigma experienced from family, friends, and HIV providers, associated with HIV status and MSM sexual orientation. The moderating effect on stigma as a result of the disclosure of HIV status to social network members will be examined and analyzed to determine if this varies by type of social network member to whom HIV status was disclosed. Stigma will also be examined for an association with depression and chronic burden among Latino MSM and compared to other study subgroups. The above-mentioned analyses will be compiled in a manuscript and submitted for publication to a peer-reviewed journal.

The DPH HIV Epidemiology Program routinely conducts epidemiological research among groups at high risk for HIV acquisition and transmission in Los Angeles County. These grant funds will help support the cost of one existing Chief Epidemiologist/Principal Investigator (PI) and one existing Epidemiologist. The Chief Epidemiologist/PI will lead the project and will be responsible for directing the scientific aspects of the project, conducting a literature review, creating a data analysis plan, and authoring a paper for publication in a peer-reviewed journal. The Epidemiologist will be responsible for database management and analysis of the social support study dataset. This individual will also assist the Chief Epidemiologist/PI with the manuscript, as needed.

The findings published in the manuscript will be submitted to a peer-reviewed journal as well as presented to the Los Angeles County Prevention Planning Commission and Los Angeles County Commission on HIV to guide the development of HIV prevention programs.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Under this proposed action, DPH will receive \$24,172 from CDU for the period of January 1, 2011 through June 30, 2011, to reimburse the cost of one existing Chief Epidemiologist/PI and one Epidemiologist and other related expenses such as supplies and office space. Funding is included in DPH's Fiscal Year (FY) 2010-11 Final Adopted Budget, and will be included in future FYs, as necessary.

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The State of California Legislature has requested that The Regents of the University of California, Los Angeles (The Regents) establish and administer a program supporting research on AIDS and has appropriated funds for the administration of the CHRP. This project is one of the studies.

On October, 29, 2007, The Regents executed Prime Award Agreement No. CH07-DREW-616 with CDU to conduct CHRP research entitled Los Angeles Collaborative HIV/AIDS Public Health Research Center effective July 1, 2007 through June 30, 2011.

On February 8, 2011, DPH received Subaward Agreement Number 10-11-KN-C0035-LACDPH from CDU, and immediately initiated action to accept these funds. Acceptance of these funds will provide DPH reimbursement for participation effective January 1, 2011 through June 30, 2011. The delay in receiving the Subaward Agreement has prevented DPH from bringing this action to your Board sooner.

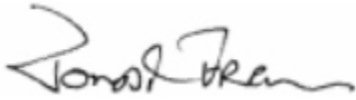
County Counsel has approved Exhibit I as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to accept grant funds from CDU to analyze and compare data associated with the experienced stigma between HIV status and MSM sexual orientation.

The Honorable Board of Supervisors
4/19/2011
Page 4

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jonathan E. Fielding". The signature is fluid and cursive, with a large initial "J" and "F".

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:srp
#01803

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

Research Subaward Agreement

Institution/Organization ("Prime Recipient")

Name: Charles R. Drew University of Medicine and Science

Prime Award No.: CH07-DREW-616

Awarding Agency:

The Regents of the University of California-California HIV/AIDS Research Program

Los Angeles Collaborative HIV/AIDS Public Health Research Center

Institution/Organization ("Subrecipient")

Name: Los Angeles County Department of Public Health

Subaward No.: 10-11-KN-C0035-LACDPH CFDA #: N/A

Amount Funded This Action:

\$24,172.00

Est. Total (if incrementally funded)

Subaward Period of Performance:

Budget Period: From:

To:

1/1/2011

6/30/2011

Estimated Project Period (if incrementally funded):

From:

To:

Project Title:

Reporting Requirements (Check here if applicable: ☒ See Attachment 4)☐ FFATA (Attachment 3B)☐ ARRA Funds (Attachment 4A)

Terms & Conditions

- 1) Prime Recipient hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The statement of work and budget for this subaward are (check one): ☐ As specified in Subrecipient's proposal dated _____; or ☒ as shown in Attachment 5. In its performance of the subaward work, Subrecipient shall be an independent entity and not an employee or agent of Prime Recipient.
- 2) Prime Recipient Shall reimburse Subrecipient not more often than monthly for allowable costs. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), subaward number, and certification as to truth and accuracy of invoice. *Invoices that do not reference Prime Recipient's Subaward Number shall be returned to Subrecipient.* Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Principal Investigator Contact as shown in Attachments 3A & 3B.
- 3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to Prime Recipient's Principal Investigator Contact, as shown in Attachments 3A and 3B, NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Subrecipient's final financial report.
- 4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
- 5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator, as shown in Attachments 3A and 3B. Technical reports are required as shown above, "Reporting Requirements".
- 6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachments 3A & 3B. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official as shown in Attachments 3A & 3B.
- 7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or director's, to the extent allowed by law.
- 8) Either party may terminate this subaward with thirty days written notice to the appropriate party's Administrative Contact as shown in Attachments 3A & 3B. Prime Recipient shall pay Subrecipient for termination costs as allowable under OMB Circular A-21 or A-122 or 45 CFR Part 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development under Grants and Contracts with Hospitals" as applicable.
- 9) No-cost extensions require the approval of the Prime Recipient. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachments 3A & 3B, not less than thirty (30) days prior to the desired effective date of the requested change.
- 10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in Attachment 2.
- 11) By signing below Subrecipient makes the certifications and assurances shown in Attachments 1 and 2. Subrecipient also assures that it will comply with applicable statutory and regulatory requirements specified in the Research Terms & Conditions Appendix C found at <http://www.nsf.gov/bfa/dias/policy/rtc/appc.pdf>.

By an Authorized Official of Prime Recipient

By an Authorized Official of Subrecipient

Date

Date

Attachment 1

Research Subaward Agreement Certifications and Assurances

By signing the Subaward Agreement, the authorized official of Subrecipient certifies, to the best of his/her knowledge and belief that:

Certification Regarding Lobbying

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying", to the Prime Recipient.

3) The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters

Subrecipient certifies by signing this Subaward Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance

Subrecipient assures Prime Recipient that it complies with A-133 and that it will notify Prime Recipient of completion of required audits and of any adverse findings which impact this subaward.

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SANTA BARBARA • SANTA CRUZ

OFFICE OF HEALTH AFFAIRS

California HIV/AIDS Research Program
University of California
Office of the President
300 Lakeside Drive, 6th Floor
Oakland, CA 94612-3550
(510) 987-9855
Fax: (510) 835-4220

CH07-DREW-616
Eric Bing, MD

AGREEMENT NO. CH07-DREW-616
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
HIV/AIDS RESEARCH PROGRAM
and
CHARLES R DREW UNIVERSITY OF MEDICINE & SCIENCE

THIS AGREEMENT is between The Regents of the University of California, (hereinafter called "The Regents") represented by the Office of the Vice President--Health Affairs, California HIV/AIDS Research Program (hereinafter called "CHRP"), and Charles R. Drew University of Medicine & Science (hereinafter called the "Recipient"), a non-profit institution.

WITNESS THAT

WHEREAS, the State of California Legislature has requested The Regents of the University of California establish and administer a program supporting research on Acquired Immune Deficiency Syndrome (AIDS); and

WHEREAS, the State of California has appropriated funds to The Regents for the administration of the California HIV/AIDS Research Program; and

WHEREAS, The Regents have previously entered into agreement number CH05-DREW-616 with Recipient for the funding of a AIDS Research Center; and

WHEREAS, The Regents desire to continue its support of Recipient's Center for an additional two year period; and

NOW THEREFORE, the parties mutually agree as follows:

1. STATEMENT OF WORK

Recipient shall conduct CHRP research in accordance with its proposal entitled "Los Angeles Collaborative HIV/AIDS Public Health Research Center" which is incorporated herein by reference.

2. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2007 through June 30, 2008

3. TECHNICAL DIRECTION

The performance of the work shall be under the direction of the Principal Investigator, Eric Bing, MD. See the Special Research Programs Grant Administration Manual, which can be found at http://chrp.ucop.edu/documents/gam_2007_2008.pdf, for specific minimum percent effort and other requirements and actions requiring prior approval.

4. BUDGET AND EXPENDITURES

- A. The total amount of funds made available and reimbursable to Recipient under this Agreement for the period starting July 1, 2007 through June 30, 2008 (FY03) shall not exceed **\$262,853**. Expenditures shall be in accordance with the approved budgets, attached hereto as Exhibit A, and the rules and regulations detailed in the Special Research Programs Grant Administration Manual.
- B. It is anticipated that an amount not to exceed **\$683,840** will be made available and reimbursable to Recipient under this Agreement for the fourth year of the project (FY04).
- C. In accordance with the Special Research Programs Grant Administration Manual, indirect costs are reimbursable for 25 percent of total direct costs, excluding equipment, or at the federally approved rate and base for Recipient institution (or other similarly established rate), whichever is less.
- D. It is not permissible to reallocate funds from direct costs to cover any increases to the indirect cost rates approved by CHRP at the outset of an award. Any savings generated by reductions in Recipient's institutional rates (in those cases where Recipient's rate is less than 25%), or by rebudgeting items from an overhead bearing category to a non-overhead bearing category, shall be returned to CHRP. Recipient shall annually provide to CHRP a copy of Recipient's current, federally approved indirect cost rate agreement (or appropriate documentation of an alternative rate if Recipient does not have a federal agreement).

5. FISCAL AND ADMINISTRATIVE STANDARDS

Allowable costs and administration shall be governed by standards as set forth in this Agreement, the Special Research Programs Grant Administration Manual found on the internet at http://chrp.ucop.edu/documents/gam_2007_2008.pdf, and Office of Management and Budget Circulars Nos. A-21 or A-122 as applicable, and A-110, in that order of precedence. (Note: Although funds used to support this Agreement are *non-federal*, reference to the OMB Circulars is included here to take advantage of established institutional practices and procedures.)

6. PAYMENT AND INVOICING

Payment for 100% of the first year project period will be released after execution of this Agreement by both parties, and clearance of the contingencies listed below.

In subsequent project periods, unilateral amendments to this Agreement will be issued by The Regents once funds are appropriated by the California State Legislature from subsequent State budgets. Upon clearance of the contingencies listed below and issuance of the continuation amendment, 80% of the funding for the second project period will be released. The remaining 20% will be paid after receipt of the final reports required by Article 8. Invoices are not required at any stage.

Payments are contingent upon:

- Appropriation and availability of funds provided by the California State Legislature
- Execution of this Agreement by both parties. (Once, at initiation of this award.)
- Issuance by The Regents of unilateral amendments to obligate subsequent year funding. (With each subsequent project period.)
- Clearance of *all* administrative issues, such as Human/Animal Subjects Approvals. (Annually)
- Receipt of all required reports. (Scientific and Fiscal Progress reports as described in Article 8)

If sufficient funds are not appropriated for this program and Agreement, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

7. FINANCIAL ACCOUNTING/RECORDS

- A. Recipient shall maintain accounts, records and other evidence pertaining to costs incurred.
- B. This Agreement shall be subject to the examination and audit of The Regents and the Auditor General of the State of California from the start date to three years after receipt of all required reports. The examination and audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the cost of administering the Agreement.

8. FISCAL AND SCIENTIFIC PROGRESS REPORTS

- A. Recipient is required to submit annual progress and fiscal reports. The format for these reports is described in the Special Research Programs Grant Administration Manual. Funding for each noncompetitive continuation year will be dependent upon receipt of both reports (due May 1st of each year) satisfactory scientific progress, satisfactory progress in implementing supported infrastructure, and the timely expenditure of grant funds.
- B. In the final year of this Agreement, the scientific report shall be submitted to CHRP within 60 days, and the final fiscal report shall be submitted within 90 days, after expiration or termination of this Agreement, whichever occurs first. If a no-cost time extension is granted for a period greater than 3 months, annual reports must still be submitted by May 1st, in addition to the final reports due within 60 and 90 days of the new end date.
- C. Recipient is required to attend an annual Centers consortium meeting to report on progress and share findings with CHRP staff and representatives of the CHRP Advisory Council. An abstract of research findings to date for the annual meeting is due to the CHRP prior to the meeting. The CHRP will notify the Principal Investigator of the time and place of such meeting.

9. PUBLICATION

Any publication resulting from the research supported by this Agreement must acknowledge such support. The wording to be used is "This research was supported by funds provided by the California HIV/AIDS Research Program, Grant Number «Grant_No»." One reprint of each publication shall be provided to the CHRP.

10. TERMINATION

This Agreement may be terminated in whole or in part without cause by either party upon 30 days prior written notice to the other party. The Regents shall reimburse Recipient for noncancellable obligations, and allowable and proper budgeted costs incurred to date of termination. Balances owed to Recipient will be paid upon receipt and acceptance of all final reports. Recipient shall take all necessary measures to mitigate its costs and shall return to The Regents all unliquidated advance payments within 90 days of termination.

11. AMENDMENTS

Requests for No Cost Time Extensions, Carry-Forwards, Rebudgeting, and changes in Key Personnel may be approved by the UARP Program Official upon request by Recipient as described in the Special Research Programs Grant Administration Manual. All other amendments or modifications to this Agreement shall require execution on behalf of The Regents by the Director of Strategic Sourcing and shall be by mutual consent of the parties in writing.

12. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

- 1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$3,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.
3. Workers' Compensation as required under California State law.
4. Professional Medical and Hospital Liability Insurance (contractual liability included) with limits of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) general aggregate.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

Note: Professional Medical and Hospital Liability Insurance is required only when healthcare professionals and/or health care students are involved in patient care under this agreement.

5. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.
6. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.
7. The coverages required under this Article shall not in any way limit the liability of the Recipient.
8. The coverages referred to under (1), (2), and (4) of this Article shall include The Regents as an additional insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, Recipient shall furnish The Regents with Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that the Regents is an additional insured on the applicable policies.

13. INDEMNIFICATION

Recipient shall defend, indemnify, and hold The Regents, its officers, employees, and agents harmless from and against any all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, agents, or employees.

The Recipient covenants and warrants that the conduct of the research shall be in accord with all applicable federal and state regulations pertaining to the protection of human subjects, use of animal subjects, and handling of biohazard materials, and further covenants and warrants that approvals in these areas shall be secured from, and periodically reviewed by, a duly constituted institutional review committee for each relevant area.

14. PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

- A. Confidentiality: Neither party shall furnish any information considered enabling and confidential or proprietary by it or by any third parties to the other party in connection with this Agreement, absent a subsequent and separate written agreement between the parties to the contrary.
- B. Patent Rights: All rights to any patentable inventions or discoveries conceived or reduced to practice in the performance of the work conducted under this Agreement shall belong to the Recipient.

- C. Copyrights: All rights in copyright works created by the Recipient in the performance of work under this Agreement are the property of the Recipient. To the extent that the Recipient shall have the legal right to do so, the Recipient grants The Regents a royalty-free, non-exclusive, nontransferable, irrevocable license to reproduce, prepare derivative works, and distribute copies of the deliverables specified in the Scope of Work for educational and non-commercial research purposes and to have or permit others to do so on its behalf.
- D. Upon request, Recipient shall provide The Regents with access to any data utilized in the performance of work under this Agreement.
- E. Tangible Research Results: Other discoveries made or reduced to practice under this Agreement which may not be protectable by patent or copyright, such as biological materials, plasmids, and cell lines, shall be the property of the Recipient and licensed in the public interest.
- F. Commercial Application and Reporting: The Recipient shall use reasonable efforts to achieve expeditious practical application of the patents, copyrights, and tangible research results developed in the course of the performance of work under this Agreement. Annual and final technical reports shall include a description on the commercial utilization of the research results or on the efforts at obtaining such utilization, including providing non-confidential, non-enabling information regarding any invention or discovery and patent applications filed or patents issued thereon.

15. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified special disabled veterans, recently separated veterans, Vietnam era veterans, and veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, without discrimination, and the implementing rules and regulations in Title 41, part 60-250 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

16. TITLE TO PROPERTY

Equipment is defined as an article of tangible nonexpendable personal property that has a useful life of more than one year and an acquisition cost per unit that equals or exceeds \$5,000 or the capitalization threshold established by the organization, whichever is less. The Regents reserve the right to transfer title to equipment to The Regents or to a third party named by The Regents. The Regents shall notify the Recipient within 120 days from expiration of this Agreement of its intention to transfer title; otherwise title to equipment shall remain with the Recipient.

Expendable personal property will become property of the Recipient.

17. INDEPENDENT CONTRACTOR

Recipient and its employees, consultants, agents, or independent contractors will perform all services under this Agreement as independent contractors. Nothing in this Agreement will be deemed to create an employer-employee or principal-agent relationship between Regents and Recipient's employees, consultants, agents, or independent contractors. Recipient and its employees, consultants, agents and lower tier subawardees will not, by virtue of any services provided under this Agreement, be entitled to participate, as an employee or otherwise, in or under any

employee benefit plan of Regents or any employment right or benefit available to or enjoyed by employees of Regents.

18. PROJECT PERSONNEL AND OTHER INFORMATION

THE REGENTS

Program and Fiscal Matters: Judith Fitzpatrick (510) 987-9854
California HIV/AIDS Research Program
Office of Health Affairs
Office of the President
University of California
300 Lakeside Drive, 6th Floor
Oakland, CA 94612-3550

Contractual Matters: Lourdes G. DeMattos, (510) 987-9850
Contract and Grant Officer
Research Administration Office
University of California
1111 Franklin St., 5th Floor
Oakland, CA 94607-5200

RECIPIENT

Program Matters: Name Eric Bing
Title Principal Investigator
Address 1731 E. 120th Street
Los Angeles
Phone (323) 357-3447

Fiscal Matters: Name Emmanuel Anyakpor
(i.e., Address to which check should be mailed) Title Account Manager
Address 1731 E. 120th Street
Los Angeles, CA 90059
Phone (323) 563-5895

Contractual Matters: Name Maria Diaz-Romero
Title Grants Development Specialist
Address 1731 E. 120th Street
Los Angeles, CA 90059
Phone (323) 563-5944

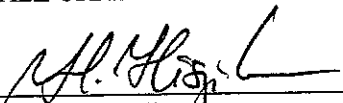
PLEASE INSERT RECIPIENT'S FEDERAL IDENTIFICATION NO. 95-6151774

21. NOTICES


Whenever any notice, including changes to Recipient's legal name or contact information, is to be given under this Agreement by Recipient, it shall be in writing and provided to The Regents' contact for Program and Fiscal Matters and to The Regents' contact for Contractual Matters listed in Article 20, above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

By: 
Name: Hagai Hisgilov
Title: Executive Director, Strategic Sourcing
Date: 10-3-07

CHARLES R. DREW UNIVERSITY OF MEDICINE &
SCIENCE

By: 
Name: Rosemary Madnick
Title: Director-Grants, Contracts & Compliance
Date: 10/29/07

Attachment 3A
Research Subaward Agreement

Subaward Number:
10-11-FG-C0035B00-LACDPH

Prime Recipient Contacts

Institution/Organization ("Prime Recipient")

Name: Charles R. Drew University of Medicine & Science
Address: 1731 E. 120th Street
City: Los Angeles State: CA ZipCode: 90059-3051

Administrative Contact

Name: Maria Diaz-Romero
Address: Charles R. Drew University of Medicine & Science
Office of Sponsored Programs
1731 E. 120th Street
City: Los Angeles State: CA ZipCode: 90059-3051
Telephone: (323) 563-5944 Fax: (323) 563-5867
Email: mariadiazromero@cdrewu.edu

Principal Investigator

Name: Frank Galvan
Address: Charles R. Drew University of Medicine & Science
Drew Cares-Building N
1731 E. 120th Street
City: Los Angeles State: CA ZipCode: 90059-3051
Telephone: (323) 357-3452 Fax: (323) 357-3477
Email:

Financial Contact

Name: Emmanuel Anyakpor
Address: Charles R. Drew University of Medicine & Science
Office of Finance
1731 E. 120th Street
City: Los Angeles State: CA ZipCode: 90059-3051
Telephone: (323) 563-5895 Fax: (323) 563-1953
Email: emmanuelanyakpor@cdrewu.edu

Authorized Official

Name: Perrilla Johnson-Woodard, MBA
Address: Charles R. Drew University of Medicine & Science
Office of Sponsored Programs
1731 E. 120th Street
City: Los Angeles State: CA ZipCode: 90059-3051
Telephone: (323) 563-5973 Fax: (323) 563-5967
Email: perrillajohnson@cdrewu.edu

**Attachment 3B - Research Subaward Agreement
Subrecipient Contacts**

Subaward Number:

10-11-FG-C0035800-LACDPH

Institution/Organization ("Subrecipient")

Name: Los Angeles County Department of Public Health

Address: 313 N. Figueroa Street

City: Los Angeles

State: CA

ZipCode + 4: 90012

EIN No.: 1956000927A1

Institution Type: County Government

Did the subrecipient's gross income, from all sources, in the previous tax year exceed \$300,000? Yes ☒ No ☐

If no, FFATA reporting of this subaward is not required.

Is the Performance Site the Same Address as Above? ☒ Yes ☐ No

Currently registered in CCR? ☒ Yes ☐ No

If no, is the Performance Site the same as PI address below? ☐ Yes ☐ No

DUNS No.:

Parent DUNS No.:

624882309

If no to both questions, please complete 3B page 2 (if ARRA funding use Attachment 4A).

Is Subrecipient exempt from reporting compensation? ☐ Yes ☐ No

Congressional District:

Congressional District:

If no, please complete 3B page 2 (if ARRA funding use Attachment 4A).

CA-020-CA035, CA-42

Administrative Contact

Name: Jonathan Freedman, Chief Deputy Director

Address: 313 N. Figueroa Street

Room 708

City: Los Angeles

State: CA

ZipCode: 90012

Telephone: 213-240-8156

Fax: 213-480-2739

Email: jfreedman@ph.lacounty.gov

Principal Investigator

Name: Amy Wohl

Address: 600 S. Commonwealth Avenue, Suite 1920

City: Los Angeles

State: CA

ZipCode: 90005

Telephone: 213-351-8140

Fax: 213-487-9386

Email: awohl@ph.lacounty.gov

Financial Contact

Name: Belinda Sngun

Address: 5555 Ferguson Street

Room 100-50

City: Commerce

State: CA

ZipCode: 90022

Telephone: 323-890-7836

Fax: 323-890-8545

Email: bsngun@ph.lacounty.gov

Authorized Official

Name: Jonathan Freedman, Chief Deputy Director

Address: 313 N. Figueroa Street

Room 708

City: Los Angeles

State: CA

ZipCode: 90012

Telephone: 213-240-8156

Fax: 213-480-2739

Email: jfreedman@ph.lacounty.gov

ATTACHMENT 4 – Reporting Requirements

Fiscal: CDU agrees to reimburse subrecipient for allowable costs actually incurred during performance of work under this subaward agreement in accordance with Attachment 5A.

Subrecipient may submit monthly invoices to CDU. CDU shall reimburse subrecipient upon receipt of an acceptable invoice including the following information with supporting documentation (such as general ledger):

1. the CDU subaward number
2. identify the period for which reimbursement is being requested
3. itemize current and cumulative cost by budget category in accordance with the approved budget in Attachment 5B
4. invoice must be signed by an authorized representative of the subrecipient certifying that the expenditures claimed represent actual expenses for the work performed under this subaward.

A final invoice and statement of costs incurred, marked "FINAL", must be submitted no later than sixty (60) days after expiration or termination of this agreement. CDU cannot guarantee payment of invoices received (60) days after the end of the agreement.

Invoice shall be submitted to the Principal Investigator listed in Attachment 3A.

Technical: Annual/Progress Reports required by this subcontract shall be due within 90 days prior to the project end date. Final Reports for Close Out will be required 60 Days after the project end date.

Statement of Work for HIV Epidemiology Program, LACDPH
Project: HIV and MSM Stigma in Latino MSM(Men who have Sex with Men)

The overall goal of this project is to characterize HIV and MSM stigma in HIV-positive Latino MSM who participated in the CHRP-funded social support study. Experienced stigma related to HIV status and MSM sexual orientation from family, friends and providers will be compared. In addition, HIV and MSM stigma for Latino MSM will be compared to that experienced by Latina women and African American women and MSM. Disclosure of HIV status to social network members will be examined for a moderating effect on stigma and will be analyzed to see if this varies by type of social network member to whom HIV status was disclosed. Stigma will also be examined for an association with depression and chronic burden among Latino MSM and compared to the other study subgroups. A manuscript will be authored and submitted for publication on the above-mentioned analyses.

To achieve these goals, the following specific aims will be pursued:

1. To describe HIV and MSM stigma for Latino MSM;
2. To compare HIV stigma for Latino MSM to Latina women and African American MSM and women;
3. To compare MSM stigma for Latino MSM to African American MSM;
4. To examine the moderating effect of HIV disclosure to social network members on HIV and MSM stigma for Latino MSM;
5. To examine an association between HIV and MSM stigma and depression and chronic burden for Latino MSM.

Amy Rock Wohl PhD will devote 15% effort between January 1, 2011 and June 30, 2011 as Principal Investigator for the analysis and writing of a manuscript for submission to a peer-reviewed journal such as *AIDS and Behavior* or the *Journal of Acquired Immune Deficiency Syndromes (JAIDS)*. Dr. Wohl is a Chief Epidemiologist and is the Chief of the Special Studies Unit at the HIV Epidemiology Program at LACDPH and has the ability and experience to accomplish this task. In addition, Juli-Ann Carlos, an Epidemiologist in the HIV Epidemiology Program at LACDPH will devote 15% effort between January 1, 2011 and June 30, 2011 and will conduct the SAS programming required for the manuscript. Ms. Carlos will also assist with the final interpretation of study data and will help to prepare a manuscript reporting the research findings for submission to *JAIDS* or another appropriate journal by the end of the funding period. Following the formal study period, Dr. Wohl and Ms. Carlos will present findings to local HIV planning groups including the Los Angeles HIV Prevention Planning Committee (PPC) and the LAC Commission on HIV Health Services.

Specific tasks associated with the project's specific aims are listed below:

- Clean and create analysis datasets;
- Program study variables and analyses;
- Maintain LACDPH's IRB approval.
- Conduct literature review;
- Interpret study analyses;
- Write/edit manuscript for publication.
- Present findings to local HIV prevention audiences

Attachment 5B

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM
CHRP ICHR analysis
Jan - June 2011

	Annual Salary	Monthly Salary	% of Time	# of Mos	Salary Request	47.96% Employee Benefits	Totals
I PERSONNEL							
Co-PI/Chief Epidemiologist Amy Wohl, Ph.D.	\$96,828	\$8,069	15%	6.0	\$7,262	\$3,483	\$10,745
Epidemiologist JuliAnn Carlos	\$82,284	\$6,857	15%	6.0	\$6,171	\$2,960	\$9,131
Totals					\$13,433	\$6,443	\$19,876
II OPERATING EXPENSES: Supplies and rent							\$629
III TOTAL DIRECT COSTS FOR BUDGET PERIOD							\$20,505
IV INDIRECT COSTS @ 27.3% of total salaries							\$3,667
V TOTAL BUDGET							\$24,172

HIV and MSM Stigma in Latino MSM**LOS ANGELES COUNTY DEPARTMENT OF PUBLIC HEALTH
HIV EPIDEMIOLOGY PROGRAM****PERIOD: JANUARY 1, 2011 – JUNE 30, 2011**

A.	Personnel/Salaries	\$13,433
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Chief Epidemiologist/Co-P.I.: Amy Wohl	6 months @ 15% FTE	\$7,262
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Chief Epidemiologist/Principal Investigator: Amy Rock Wohl 6 months @ 15%

Dr. Wohl will lead the project and set the overriding objectives of the analysis and manuscript preparation for the HIV and MSM Stigma in Latino MSM Project. In her capacity as PI, Dr. Wohl will have the primary responsibility for directing the scientific aspects of the project, will conduct a literature review, create a data analysis plan and will author a paper for publication in a peer-reviewed journal. Dr. Wohl will supervise the work of Juli-Ann Carlos who will conduct database management and analysis.

Epidemiologist: Juli-Ann Carlos	6 months @ 15% FTE	\$6,171
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Ms. Juli-Ann Carlos, an Epidemiologist, will conduct database cleaning, database management and data analysis of the social support study dataset using SAS programming software. Ms. Carlos will also assist in the interpretation of the analysis and will review drafts of the manuscript and provide revisions. Ms. Carlos will also conduct continuations of the IRB approvals.

B.	Fringe Benefits	\$6,443
	Fringe Benefits for Los Angeles County DPH HIV Epidemiology Program staff are calculated @ 47.96 % of total salaries.	

Fringe Benefits: 47.96% * (\$13,433) = \$6,443

C.	Supplies	\$629
	General office supplies:	
D.	Total Direct	\$16,983
E.	Indirect Costs	\$3,667

Indirect Costs for Los Angeles County Department of Public Health are calculated @ 27.3 % of salaries.

Indirect Cost Total = 27.3% of \$13,433 = \$3,667

F.	TOTAL YEAR ONE REQUEST	\$24,172
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